



City Clerk's Office
Receiving #
1967

I-02-007

Various Cities &
Yakima County



Contract # I-02-007
1967
(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

2. Amendments/Change Orders

- a) Contact City Clerk's Office for Contract Number
- b) One copy of the contract routing form
- c) Three original amendments/change orders
- d) One copy of the original contract

CONTRACT DESCRIPTION

Contract Originator: Eric Swansen

Department/Division: CMO

Date: 25-oct-02

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement
☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services (all types)

CONTRACT TITLE: Interlocal agreement between cities for sharing jail capacity

Brief Description of Services: Share jail capacity at Yakima County Jail.

Contract Modification: Has the original contract boilerplate language been modified? N ☐ Y ☒ If yes, list which sections have been modified.

Bid/RFP Number: _____

Name of Consultant/Contractor Various Cities + Yakima County

Effective Date: 1 Nov 02

Termination Date: 31 dec 1999

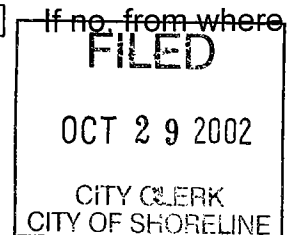
Total Amount of Contract:
(including reimbursable expenses)

OrgKey # & Object # 2003027-5510
J/L # (if required)

Is there sufficient funds in the current budget to cover this contract? Y ☒ N ☐ If no, from where are the additional funds coming?

Payment Terms (monthly installments, progress payments, etc.): Qtrly. / Annually

Remarks:



SIGNATURE ROUTING:

- ☒ 1. Project Manager/Director
- ☒ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☐ 4. Send to Consultant for signature (only send contract documents)
- ☒ 5. City Council Approval (if required)

OK 10/23
(mo/day/year)

- ☒ 6. City Manager (if required)
- ☐ 7. Dept. Director (if authorized)
- ☒ 8. City Clerk
- ☐ 9. Purchasing

Date
6/2 for SCP 10-28-02
Cus 10/30/02

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE AND TOWN OF YARROW POINT, WASHINGTON (CITIES) TO ESTABLISH THE TERMS THAT WILL GOVERN THE RIGHTS, DUTIES, AND RESPONSIBILTIES OF THE CITIES IN THEIR DEALINGS WITH EACH OTHER RELATING TO THE INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE CITIES FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS, WASHINGTON

This Interlocal Agreement ("Agreement") is made and entered into between **ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE AND TOWN OF YARROW POINT, WASHINGTON** ("Cities.")

- A. The Cities enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW, as amended).
- B. The Cities have entered into an Interlocal Agreement ("Long Term Jail Contract") with Yakima County ("Yakima County") for the purpose of temporarily housing inmates from The Cities in Yakima county's Department of Corrections jail facilities. Said Long Term Jail Contract has been signed contemporaneously herewith.
- C. The Long Term Jail Contract commits Yakima County to provide the Cities, collectively, with a Minimum Bed Commitment and the Cities desire to establish an agreement as between themselves regarding the use by the Cities of the Minimum Bed Commitment, including how the Cities will allocate those jail beds as between themselves.
- D. The Long Term Jail Contract sets out the charges that will be made by Yakima County to the Cities, and the Cities desire to establish an agreement as between themselves regarding the duties and responsibilities of each City with respect to such charges, including providing for the right of the Cities collectively to cure any failure to discharge such duties and responsibilities by an individual City.

E. The Long Term Jail Contract contains provisions regarding termination of the application of the Long Term Jail Contract as it relates to any City and the Cities desire to establish an agreement as between themselves regarding those circumstances under which the consent of the Cities to such termination may be granted.

F. Yakima County is making best efforts to obtain the necessary permits and financing for a new jail facility necessary to meet the Minimum Bed Commitment, and the Cities understand that the corrections facilities used by Yakima to meet the Minimum Bed Commitment may be an existing jail facility or the new jail facility as anticipated by the Long Term Jail Contract.

NOW, THEREFORE, in consideration of the above recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. **TERM:** This Agreement shall be effective when executed by all Cities AND the Long Term Jail Contract is in effect, as defined therein.

The term of this Agreement shall end at 11:59:59 p.m. December 31, 2009, OR upon the termination of the Long Term Jail Contract, whichever occurs first. This Agreement may be renewed for any successive periods, by written addendum, under terms and conditions acceptable to all of the parties. No City that is a party to this Agreement at its inception will be required to be a party to any renewal of this Agreement.

2. **DEFINITIONS:**

Average Daily Population: That number of City Inmates confined in Yakima County jail facilities for a year, divided by 365

Cities means Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville, and Yarrow Point, Washington.

City means a Washington City or town that is a party to this Agreement.

City Inmates means offenders confined by any City for the violation of state or municipal law and delivered by any City's Police Department to the custody of Yakima County, or its designee for purposes of transport.

Custody means the time any City Inmate is either (i) booked into any Yakima County jail facilities or (ii) has been released by a City to the care of Yakima County, including

without limitation, the point at which Yakima County or its agents have taken physical possession of such City Inmate for transportation to any Yakima County jail facilities, whichever occurs first.

Estimated Average Daily Population ("EADP") means that number of City Inmates that each City estimates it will confine in Yakima County jail facilities in a year, divided by 365.

Jail Day means the time period between 12:00:01 a.m. until 12:00 midnight.

Jail Facility includes existing or newly constructed jail facilities of Yakima County.

Minimum Bed Commitment means the bed commitment made by the Cities collectively to maintain an average daily population ("ADP") in Yakima County jail facilities equal to 150 City Inmates from the effective date of this Agreement until June 30, 2003 and equal to 440 City Inmates from July 1, 2003 until the termination of this Agreement.

Offender means any person who has been ordered committed by a court, including pre-trial detainees.

Overused Bed Commitment means the difference between a City's EADP and the actual number of City Inmates sent to Yakima County by that City, where the actual number is more than that City's EADP.

Unused Bed Commitment means the difference between a City's EADP and the actual number of City Inmates sent to Yakima County by that City, where the actual number is less than that City's EADP.

3. **TERMINATION:**

Any City may terminate its participation in this Agreement as provided for herein. Such termination shall not be effective for twelve (12) months following written notice of Intent to Terminate to each other contracting City.

In the event any City's participation in the Long Term Jail Contract is terminated for cause, as defined therein, such City shall remain responsible to Yakima County for that City's EADP through December 31, 2009, or the end of the then existing term if the Long Term Jail Contract has been extended before the termination for cause. It will be considered a default of this Agreement if a City terminated for cause under the Long Term Jail Contract fails to make any required payment to Yakima County for such City's unused EADP throughout the relevant time period under the Long Term Jail Contract, as specified above.

Although no joint acquisition use, or disposal of personal or real property is contemplated by this Agreement, should any such property be acquired for purposes of fulfilling this

Agreement, upon termination the same shall be solely owned by the party purchasing the same.

4. DEFICITS IN USAGE:

Each City has generated an EADP . Attached hereto as Exhibit A, and incorporated by this reference, is the EADP of each City. In the event the Cities collectively fail to meet their Minimum Bed Commitment for any year during the term of the Long Term Jail Contract, the EADPs set forth in Exhibit A shall be used by the Cities as a baseline for the calculation of the proportionate share owed by any individual City to Yakima. Only those Cities that have Unused Bed Commitment for the year will be responsible for paying Yakima for such Unused Bed Commitment.

For purposes of this section, "proportionate share" shall mean the product resulting from multiplying the (Amount owed to Yakima for Unused Bed Commitment) by the quotient obtained by dividing the (EADP of a City with Unused Bed Commitment) by the (Sum of EADPs of all Cities with Unused Bed Commitment.) As expressed in the formula below:

$$\frac{\text{(Amount owed to Yakima for Unused Bed Commitment)}}{\text{X}} \frac{\text{(EADP of a City w/Unused Bed Commitment)}}{\text{(Sum of EADPs of All Cities w/Unused Bed Commitment)}}$$

5. ADDITIONAL USAGE:

The Cities acknowledge that the Long Term Jail Contract does not require each City to maintain a jail usage equal to that City's EADP. Overused Bed Commitment by one City may inure to the benefit of the parties hereto. However, Overused Bed Commitment in excess of 5% may create a hardship for other contracting Cities. Therefore, prior to usage in excess of 5% of its EADP, a City must obtain consent from any other of the Cities to use a portion of the other City's EADP.

6. GENERAL PROVISIONS:

- (a) This Agreement contains all of the agreements of the Cities with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by all of the Cities.
- (b) Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision.
- (c) In the event any City defaults on the performance of any terms of this Agreement or any City places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing City or Cities shall be entitled to an award of all its/their attorney fees, costs, and expenses.

- (d) Failure of any City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default.
- (e) Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court or the State of Washington in King County. Presenting disputes to the JAG, as defined below, and to a mediator shall be conditions precedent to the commencement of any judicial process to enforce the terms of this Agreement.
- (f) This Agreement may be executed in any number of counterparts.
- (g) The laws of the State of Washington shall govern this Agreement.

7. ADMINISTRATION OF AGREEMENT:

Each City shall appoint a representative to participate in a Jail Administration Group ("JAG"). The JAG will appoint a chairperson to preside over all meetings and a vice-chairperson to preside in the absence of the chairperson. The JAG will conduct its meetings according to the most recent edition of Roberts Rules of Order. The JAG will meet quarterly to address all questions or disputes regarding the terms of this Agreement which may arise.

In the event any City/Cities present a dispute to the JAG, and the JAG is unable to resolve the dispute in a fashion acceptable to the Cities involved, the Cities agree that they will submit the dispute to mediation.

8. MAILING ADDRESSES:

All notices and correspondence to the respective parties to this Agreement shall be sent to the chief law enforcement officer for each City.

9. CURRENT CONTRACTS:

Some Cities hereto have pre-existing agreements for temporary detention of City Inmates at the Renton City Jail while awaiting transfer to the Yakima County Jail. Those agreements shall remain in full force and effect according to the terms therein.

10. INSURANCE:

- (a) Each City agrees to provide the other Cities with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each City shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

11. HOLD HARMLESS/INDEMNIFICATION:

Each City shall defend, indemnify and hold harmless all other Cities, their officers, agents and employees, from and against any and all claims, including third party claims, costs, judgments or damages, including attorney's fees, arising out of the negligent acts or omissions of the City in connection with this Agreement.

The Cities hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Cities.


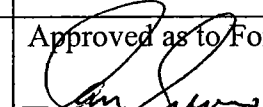
The provisions of this Section shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective when all cities have fully executed this Agreement.

CITY OF ALGONA, WA By: _____ Glenn Wilson, Mayor	Approved as to Form: _____ George Kelley, Algona City Attorney
CITY OF AUBURN, WA By: _____ Peter B. Lewis, Mayor	Approved as to Form: _____ Daniel B. Heid, Auburn City Attorney
TOWN OF BEAUX ARTS VILLAGE, WA By: _____ Charles R. Lowry, Mayor	Approved as to Form: _____ Wayne Stewart, Town Attorney
CITY OF BELLEVUE, WA By: _____ Steve Sarkozy, City Manager	Approved as to Form: _____ Richard L. Andrews, Bellevue City Attorney

CITY OF BLACK DIAMOND, WA By: _____ Howard Botts, Mayor	Approved as to Form: _____ Loren D. Combs, City Attorney
CITY OF BOTHELL, WA By: _____ Jim Thompson, City Manager	Approved as to Form: _____ Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA By: _____ Gary P. Long, City Manager	Approved as to Form: _____ Lisa Marshall, Burien City Attorney
CITY OF CARNATION, WA By: _____ Woody Edvalson, City Manager	Approved as to Form: _____ Phil A. Olbrechts, Carnation City Attorney
CITY OF CLYDE HILL, WA By: _____ George S. Martin, Mayor	Approved as to Form: _____ Clyde Hill City Attorney
CITY OF COVINGTON, WA By: _____ Andrew D. Dempsey, City Manager	Approved as to Form: _____ Duncan C. Wilson, Covington City Attorney
CITY OF DES MOINES, WA By: _____ Tony Piasecki, City Manager	Approved as to Form: _____ Des Moines City Attorney
CITY OF DUVALL, WA By: _____ Becky Nixon, Mayor	Approved as to Form: _____ Bruce Disend, Duvall City Attorney
CITY OF FEDERAL WAY, WA By: _____ David H. Moseley, City Manager	Approved as to Form: By: _____ Bob C. Sterbank, Federal Way City Attorney

CITY OF ISSAQUAH, WA By: _____ Ava Frisinger, Mayor	Approved as to Form: By: _____ Wayne D. Tanaka, Issaquah City Attorney
CITY OF KENMORE, WA By: _____ Stephen L. Anderson, City Manager	Approved as to Form: _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA By: _____ David H. Ramsay, City Manager	Approved as to Form: _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By: _____ David R. Hutchinson, Mayor	Approved as to Form: _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By: _____ John F. Starbard, City Manager	Approved as to Form: _____ Lisa Marshall, Maple Valley City Attorney
CITY OF MEDINA, WA By: _____ Douglas J. Schulze, City Manager	Approved as to Form: _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA By: _____ Richard M. Conrad, City Manager	Approved as to Form: _____ Londi K. Lindell, Mercer Island City Attorney
CITY OF NEWCASTLE, WA By: _____ Andrew J. Takata, City Manager	Approved as to Form: _____ Dawn Findlay, Newcastle City Attorney
CITY OF NORMANDY PARK, WA By: _____ Merlin MacReynold, City Manager	Approved as to Form: _____ Susan Rae Sampson, Normandy Park City Attorney

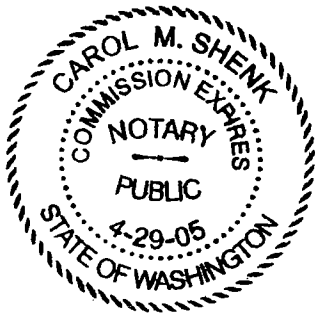
CITY OF NORTH BEND, WA By: _____ Joan Simpson, Mayor	Approved as to Form: _____ Michael R. Kenyon, North Bend City Attorney
CITY OF PACIFIC, WA By: _____ Howard Erickson, Mayor	Approved as to Form: _____ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA By: _____ Rosemarie Ives, Mayor	Approved as to Form: _____ James E. Haney, Redmond City Attorney
CITY OF RENTON, WA By: _____ Jesse Tanner, Mayor	Approved as to Form: _____ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA By: _____ Ben Yazici, City Manager	Approved as to Form: _____ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA By: _____ Jay Holman, Acting City Manager	Approved as to Form: _____ Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By: _____ Gregory J. Nickels, Mayor	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By:  _____ Steven C. Burkett, City Manager	Approved as to Form:  _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By: _____ Skip Mackner, Mayor	Approved as to Form: _____ Jeffrey Ganson, Skykomish City Attorney

CITY OF SNOQUALMIE, WA By: _____ Randy Fuzzy Fletcher, Mayor	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney
CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By: _____ Pete Rose, City Manager	Approved as to Form: _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT, WA By: _____ Jeanne R. Berry, Mayor	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, Steven C. Burkett, to me known to be the City Manager/Mayor of the City/Town of Shoreline, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this 29th day of October, 2002.



Carol M Sherk

(notary signature)

Carol M Sherk

(typed/printed name of notary)

Notary Public in and for the State of Washington

My commission expires: 4-29-05

L:\JAIL\ILA between The Cities 5-15.doc

City or Town	2002 EADP	2003 EADP	2004 EADP	2005-2009 EADP
Algona	0	0	0	
Auburn	48.5	88.5	104.3	
Beaux Arts Village	0	0	0	
Bellevue	26	27	28	
Black Diamond	0	0	0	
Bothell	5	5	5	
Burien	3	3	3	
Carnation	0.3	0.3	0.3	
Clyde Hill	0	0	0.3	
Covington	0.2	0.3	0.3	
Des Moines	0	17	19	
Duvall	0.3	0.3	0.3	
Federal Way	29	30	31	
Issaquah	2.2	2.3	2.5	
Kenmore	0.9	3	2.9	
Kirkland	9	12.9	12.9	
Lake Forest Park	1	2.5	2.5	
Maple Valley	0	0	0	
Medina	0	0	0	
Mercer Island	1	4	4	
Newcastle	0	0	0.25	
Normandy Park	0.2	0.4	0.5	
North Bend	0	2	2.7	
Pacific	0	0	0	
Redmond	20	20	20	
Renton	27.4	27.4	27.4	
Sammamish	0	1	1	
SeaTac	4.1	4.1	4.1	
Seattle	50	175	175	
Shoreline	18	18	18	
Skykomish	0	0	0	
Snoqualmie	0	1	1	
Tukwila	18	19.2	19.7	
Woodinville	0	1.5	1.6	
Yarrow Point	0	0	0	
TOTALS	264.1	465.7	487.55	
EXHIBIT A				
TO INTERLOCAL AGREEMENT BETWEEN				
THE CITIES CONTRACTING WITH YAKIMA				